

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

THE HANOVER INSURANCE  
COMPANY, a New Hampshire corporation,

Plaintiff,

v.

Case No. 2:09-cv-14200

GIANNOLA MASONRY CO., a Michigan  
corporation, ANTONINO GIANNOLA, an  
individual, PATRICIA ANDROMACHI  
GIANNOLA, an individual, MICHELE  
BIUNDO, an individual, and MARIA  
BIUNDO, an individual,

Hon. Marianne O. Battani

Defendants.

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**ORDER REGARDING STIPULATED ADMISSIONS OF PARTIES AND GRANTING  
PRELIMINARY INJUNCTION AND MOTION TO AMEND PLEADINGS**

This matter having come before the Court upon the Motion of Plaintiff The Hanover Insurance Company (“Hanover”) seeking the issuance of a Preliminary Injunction and upon Motion of Hanover to Amend the Pleadings, and the parties, by and through their respective counsel, having stipulated and agreed on the record to the following:

- A. The parties stipulate to the granting of Hanover’s Motion to Amend the pleadings and agree to the addition of Giannola Masonry Company as a party Defendant;
- B. It is a stipulated fact that Defendant Michele Biundo withdraws his defense that he did not sign the Agreement of Indemnity dated July 12, 2005;
- C. It is a stipulated fact that Defendant Maria Biundo did not sign the Agreement of Indemnity dated July 12, 2005;

D. The individual Defendants all agreed to and did provide an accounting spreadsheet (by spreadsheet but with no backup documentation) as to their personal finances on or about December 14, 2009;

E. The parties reserve all claims and defenses that are not the subject of the above stipulations; and

F. Because Hanover has a strong likelihood of success on the merits of its Motion for a Preliminary Injunction, Hanover would suffer irreparable injury without the injunction, the issuance of the injunction would not cause substantial harm to others, and the public interest would be served by issuance of the injunction, the parties stipulate to the entry of a Preliminary Injunction;

**IT IS HEREBY ORDERED:**

A. Hanover's Motion to Amend the Pleadings is granted, and Giannola Masonry Company is hereby added as a party Defendant;

B. With the exception of Maria Biundo, each of the Defendants is required to provide Hanover a full and complete accounting of all assets owned by them or in which they have an interest to the extent not yet provided;

C. With the exception of Maria Biundo, each of the Defendants is required to allow Hanover and/or its agents full and complete access to all financial books, records, and accounts maintained by them;

D. With the exception of Maria Biundo, each of the Defendants is enjoined and restrained from selling, transferring, disposing of, or lienning their assets and property and further enjoined and restrained from allowing their assets and property to be lienened, until further order of the Court;

E. With the exception of Maria Biundo, each of the Defendants is required to turn over to Hanover all financial, business, and project books, records, and accounts maintained by them.

IT IS SO ORDERED.

Dated: December 21, 2009

s/Marianne O. Battani